



# **City of Kirkland Request for Proposal**

## **Enterprise Asset Management Software Selection**

### **Job # 49-14-IT**

**Issue Date: November 19, 2014**

**Due Date: 3 p.m. (Pacific Time), December 19, 2014**

## **REQUEST FOR PROPOSALS**

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

### **Enterprise Asset Management Software**

File with Purchasing, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033 as follows:

Proposals received later than **3:00 p.m. December, 19<sup>th</sup>, 2014 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/> Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal, including but not limited to a respondent doing an onsite scripted product demo. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A supplier response that indicates that any of the requested information in this RFP will only be provided if and when the supplier is selected as the apparently successful supplier is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Supplier(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

The Supplier(s) ultimately awarded a contract will be required to sign and comply with City of Kirkland Information Technology Vendor Security policy and a Non-Disclosure Agreement

**Dated this 19<sup>th</sup> Day of November, 2014**

Barry L. Scott, C.P.M.  
Purchasing Agent

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## Chapter I: General RFP Information

### Chapter I: General RFP Information

#### OBJECTIVE OF THIS RFP

The purpose of this RFP is to solicit proposals from software suppliers, systems integrators, implementation partners and/or Value Added Resellers (VARs) who can demonstrate that they possess the organizational, functional and technical capabilities to provide an Enterprise Asset Management (EAM) solution that meets the City's needs and is tightly integrated with ESRI ArcGIS.

The City is seeking an integrated "off the shelf" packaged solution that will meet its core requirements out of the box with minimal modifications. The City expects the supplier to perform the related professional services (e.g. best practices guidance, training, project management, implementation, integration and report development) in a timely and professional manner with EAM experts experienced with successfully implementing the proposed solution at comparable municipalities with similar requirements for water, waste water, storm water, streets/transportation, facility maintenance, parks and recreation, and GIS.

The City will consider proposals from single suppliers or from multiple suppliers working as a team. In the event multiple suppliers submit a proposal together, the City expects that there will be one prime contact who will be responsible for the whole project and for coordinating the work of the other suppliers.

The ideal supplier(s) shall have experience in successfully implementing the proposed solution at local government agencies of similar size to Kirkland, and/or in larger agencies. The successful supplier shall be responsible for the final City approved design, installation, implementation and commissioning of the EAM system including development of user acceptance testing, system integration and connectivity to existing resources.

This RFP process seeks to find the best overall solution to the City of Kirkland for this investment. Total cost of ownership will not be the only factor in making the determination. However, vendors may provide discounts for licenses already owned by the City of Kirkland in their price proposal and factoring the total cost of ownership.

The award shall be made to the qualified supplier whose proposal is most advantageous to the City of Kirkland with price and other factors considered. Other factors that may contribute to the selection process include but are not limited to:

- Project approach and understanding of the City's objectives and requirements
- Supplier's implementation methodology and success

## Chapter I: General RFP Information

- Feedback from customer references
- Compliance with the City's terms and conditions
- Ability to meet the City's requirements (software functionality, usability, performance, flexibility, integration, and technology)
- Supplier's installed base and experience with municipalities similar to the City
- Integration with ESRI ArcGIS and SunGard IFAS
- Cost and support quality for ongoing maintenance and support

Overall the EAM system must provide:

- A highly intuitive system from a user perspective and can position the City of Kirkland to take advantage of technology to improve departmental performance and efficiency.
- Easy access to the data for report and query generation without the need for a programming specialist.
- Support for user-friendly mobile technology for in-field crews.

Additionally the EAM system should provide:

- The ability to plan, monitor and forecast annual work quantities and required resources (labor, equipment, material, budget) for a variety of infrastructure systems at a program level including but not limited to: Right of Way Roadways, surfaces, sidewalk, ditches, storm conveyance systems and, assets such as water conveyance infrastructure (pumps, valves, main lines), trees, sewer (pumps, lift stations, lines).
- Asset tracking for specific assets (individually and by program) including the ability to track levels of service and life cycle data, condition assessments, pictures, warranty and licensing documentation, and completed project information. The new EAM system should seamlessly provide reports for a "level of service" based on a pre-established target hours and actual hours, which are used to benchmark service to industry standards. The level of service will be incorporated into our best management practices: allocating and scheduling of staff, comparing of proposed and actual time spent, dollars spent, production units, and unit costs at the task and program levels, as well as by work order/project and by specific asset. Planned versus actual reports will be produced by month and cumulatively for specific work units. The system will enable an asset-based Records Management system.
- Work Order management (individually and by program)

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- The ability to evaluate and modify work methods and performance to maximize efficiency of existing maintenance resources to ensure that program goals are met.

### **THE CITY OF KIRKLAND**

The City of Kirkland is located just across Lake Washington from Seattle, Washington, and just north of Bellevue with some contiguous borders. Kirkland is the second largest city on the eastside of Lake Washington, and the twelfth largest in the State of Washington, with a population of approximately 81,000. A full community profile can be found at [www.kirklandwa.gov](http://www.kirklandwa.gov).

### **KIRKLAND EAM ENVIRONMENT**

The City of Kirkland currently has about 200 work orders a month associated with an asset. The City receives about 2,000 service requests a year, some of which become work orders.

The City is currently using Hansen EAM Version 7.11 with 24 enterprises licenses. Use of the current EAM system varies from one department to another, and integration with other 3<sup>rd</sup> party systems is limited.

It is expected that if the City implements a new EAM system or upgrades to Hansen 8, a lot of work will be needed to define processes, design the system and data elements to be captured, configure the system holistically to optimize the City's use of the system and integrate the system with key 3<sup>rd</sup> party systems such as IFAS and ESRI.

The City is very GIS-centric, using ESRI ArcGIS for the whole enterprise. (Over 200 layers have been created so far.)

### **KIRKLAND COMPUTING/NETWORK/TELEPHONY ENVIRONMENT**

The City of Kirkland has approximately 573 full time employees, 591 PCs and 75 servers. City employees are located at 4 primary locations, all connected by fiber. There are 9 other locations which house City employees. Voice and data needs for these sites are served by a combination of fiber, T1, and leased lines.

The City's standard network operating system is Windows Server 2008/2012, with some legacy installations of server 2003 and the standard desktop operating system is Windows 7. The data backbone is Cisco 10/100/1000 and 10 gigabit switches, firewalls and routers.

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The City of Kirkland's servers are split between a small internal server room in the Kirkland City Hall building and five leased racks in the City of Bellevue data center. Both data centers are configured as limited access, raised floor, controlled environments. The standard configuration is rack mounted Dell servers with redundant power supplies, SCSI controllers, and built-in Ethernet 10/100/1000 and a few dedicated 10G network cards. We have a total of seventy five servers. Forty six servers are hosted by three VMWare host servers. Twenty one servers (a mix of virtual and stand-alone) are connected to a NETAPP3220 SAN with replication to a NETAPP2240. The typical configuration on the SAN consists of two mirrored RAID 1 sets for direct attached storage and redundant path fiber channel connectivity. The Network is a managed TCP/IP switched Ethernet architecture with fiber and T1 connectivity between geographically dispersed locations. All servers are backed up on a regular schedule utilizing a CommVault backup to disk system with the disk target located on a NETAP2240, and all have Microsoft Forefront Endpoint Protection and Microsoft SCCM management agents/software installed.

The City's telephony system is a Cisco VoIP solution supporting over 400 phone sets. It includes voice mail, ACD queues, and E911.

The City of Kirkland also maintains a wireless network. The wireless network is a CISCO solution consisting of fifteen 1500 series outdoor mesh and forty-eight 2600 series indoor access points. There are two primary SSID's (one for public access, one for corporate access). All configuration and management is handled centrally via CISCO WLC5508 controllers configured in an HA pair. The 2600 series access points are located throughout all city owned buildings and the 1500 series MESH access points are located in the downtown Kirkland business area and nearby parks.

### **SCOPE OF WORK**

The City is seeking an integrated "off-the-shelf" solution that will meet its core requirements out of the box with minimal modifications. The goal of this strategy is to optimize system utilization for all users, improve response times, reduce errors, reduce manual efforts, improve analytical capabilities, and improve customer service. The City intends to minimize its total cost of ownership without any degradation in performance and level of service, and to implement a system in which it can remain on the system's upgrade path with minimal cost and business impact.

The integrated modules and/or main functional areas for this project include:

- Asset Record Tracking
- Asset Lifecycle Management
- Parts/Supplies Inventory
- Preventive Maintenance/Scheduling



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- Work Management
- Work Order Billing
- Reporting

Fleet maintenance and management for vehicles and other “rolling” assets are not in the scope of this project, but we would like to know if your product has fleet maintenance as a module or functionality.

Named system users by department:

DEPARTMENT	# of NAMED USERS
<b>PW Storm Water / Sewer Division</b>	<b>4</b>
<b>PW Street Division</b>	<b>5</b>
<b>PW Water Division</b>	<b>3</b>
<b>PW Administration &amp; Management</b>	<b>7</b>
<b>Facilities Services</b>	<b>3</b>
<b>Parks Operations</b>	<b>10</b>
<b>Information Technology (includes GIS)</b>	<b>4</b>
<b>PW Development, Fleet</b>	<b>3</b>

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### RFP OFFICIAL CONTACT

Upon release of this RFP, all supplier communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Suppliers should rely only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator  
Karen Mast  
Address: City of Kirkland  
Information Technology  
123 5<sup>th</sup> Avenue  
Kirkland, Washington 98033  
E-mail: kmast@kirklandwa.gov

### PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

**Note:** The City reserves the right to adjust this schedule as necessary.

MILESTONE	DATE
Release RFP to Suppliers	11/19/2014
Questions (if any) Due	12/3/2014
Answers to RFP Questions Released	12/10/2014
Proposal Responses Due – 3:00 pm PST	12/19/2014
Demo scripts released to all vendors who respond*	1/7/2015
Short List Finalists selected	1/16/2015
Short List Scripted Demos (please reserve this date)	2/2/2015 – 2/10/2015
Contract Negotiations Complete	2/24/2015
Supplier Selection/Award	2/27/2015
Contract Signed	Upon successful completion of scripted demonstrations and due diligence

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MILESTONE	DATE
Work Begins	The project is expected to start within 30 days of contract execution.
Go-Live	Date to be mutually agreed upon.

\* In an effort to allow short-list selected vendors plenty of time and familiarity with the demo script, the script will be issued at the beginning of January to all respondents.

### LETTER OF INTENT

Suppliers wishing to submit proposals are strongly encouraged to provide a written letter of intent to propose by November 24, 2014. An email attachment sent to [kmast@kirklandwa.gov](mailto:kmast@kirklandwa.gov) is acceptable.

The letter must identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is requested in order for the City to provide interested suppliers with a list of any questions received and the City's answers to those questions. Those providing a letter of intent will also be notified of any addenda that are issued.

A list of all suppliers submitting a letter of intent will be available upon request.

Those who choose not to provide a letter of intent will be responsible for monitoring the City's purchasing webpage for any addenda issued for this RFP.

### QUESTIONS REGARDING THE RFP

Suppliers who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 4 p.m. (Pacific Time) on December 3, 2014. Written copies of all questions and answers will be provided to all suppliers who have submitted letters of intent. An email attachment sent to [kmast@kirklandwa.gov](mailto:kmast@kirklandwa.gov) is acceptable. Letters sent via facsimile will be accepted at (425) 587-3055. Responses to all questions submitted by this date will be emailed to suppliers who submitted a letter of intent by 12:00 p.m. on December 10, 2014.

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### COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

### PROPOSAL PREPARATION

#### General Information

**It is important that all suppliers read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.**

***Suppliers must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP.***

The City of Kirkland is using a “forms-based” approach to this procurement. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

Please submit your responses in the form format provided. This will allow all the bids received to be compared in a meaningful (i.e., “apples-to-apples”) way.

### PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

**Due Date:** ***Sealed Proposals must be received by the Purchasing Agent no later than December 19, 2014 at 3 p.m. (Pacific Time).***

Late proposals will not be accepted nor will additional time be granted to any supplier unless it is also granted to all suppliers. Proposals sent by email must be time stamped as received by Kirkland’s system by 3:00 p.m. **Proposals must be submitted PDF format AND Microsoft Word format.** All proposals and accompanying

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	documentation will become the property of the City and will not be returned.
<b>Number of Copies:</b>	An electronic copy of the supplier's proposal, in its entirety, in PDF file format AND Microsoft Word format must be received as specified above. <u>Failure to submit both formats will result in disqualification.</u> The City will <b>not</b> accept facsimile.
<b>Address for Submission:</b>	<b>City of Kirkland</b> <b>Attn: Purchasing Agent</b> <b>Enterprise Asset Management Software Selection</b> <b>Job #: 49-14-IT</b> <b>123 5<sup>th</sup> Ave</b> <b>Kirkland, WA 98033</b>  <a href="mailto:purchasing@kirklandwa.gov">purchasing@kirklandwa.gov</a>

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### EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

It is important that the responses be clear, concise and complete so that the evaluators can adequately understand all aspects of the proposal. NOTE: The City is not interested in unnecessary sales verbiage.

The evaluators will consider the completeness of the proposal, how well the supplier complied with the response requirements, responsiveness of supplier to requests, the number and nature of exceptions (if any) the supplier takes to the terms and conditions, the total cost of ownership and how well the supplier's proposed solution meets the needs of the City as described in the supplier's response to each requirement and form.

As part of the evaluation, the City reserves the right to request additional information, ask for a Web demo, conduct conference calls to go over the response, or take any other action it deems necessary in order to do a thorough and objective evaluation of each supplier's response. This evaluation includes but is not limited to doing customer reference checks (including on-site), visiting supplier headquarters, and reviewing any other information about the supplier and its solution (e.g. performance, viability, technology, mergers and acquisitions, organizational changes, litigation, industry analyses, etc.)

The evaluation process is intended to help the City select the supplier with the best combination of attributes (including but not limited to total cost of ownership, ease-of-use, performance, reliability, vision, flexibility, stability, sustainability, supplier viability and supplier capacity to successfully implement this project) that meets its needs.

The City also reserves the right to require that a subset of finalist suppliers make a presentation and/or do a scripted product demo to its selection team at a location and time chosen by the City.

### Chapter II: Required Proposal Response Forms

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains forms suppliers must complete to submit their proposals. Suppliers must complete all the forms in this chapter as well as the Attachments in this RFP and other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Supplier Information
- 5) Functional Requirements
- 6) Price Proposal
- 7) Customer References
- 8) Project Schedule

### PROPOSAL PREPARATION INSTRUCTIONS

**To prepare your proposal, follow these instructions:**

1. Open the electronic version of the forms of this RFP. Please use these forms and do not put them in another format.
2. If applicable, use copy and paste commands, copy sections and forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications.
4. Please create a table of contents with page numbers.
5. Delete instructions (i.e., verbiage contained in brackets) from each form.
6. When your proposal is finished, refer to the proposal submission instructions in this document.

### Submission Format

The proposal must be submitted in the specific Form sequence noted below.

Please create a Table of Contents with page numbers.

## Chapter II: Required Proposal Response Forms

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### FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter on your letterhead signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
  - Non-Collusion Certificate
  - Non-Disclosure Agreement
7. Please attach a copy of your most recent audited financial statements, and, those of any proposed implementation partner, systems integrator and/or Value Added Reseller (VAR).

TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]



### FORM 2: PROPOSAL SUMMARY

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.]

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

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[Use this space as needed for page 2 of your proposal summary.]

## Chapter II: Required Proposal Response Forms

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### FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate all exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so on the form in the appropriate area.

**Form 3 is electronically embedded in this document. Please “click” on the icon below to open this document.**



Form 3 - Acceptance  
of Terms & Conditions

Please embed your completed Form 3 in this section.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

## Chapter II: Required Proposal Response Forms

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### **FORM 4: GENERAL SUPPLIER INFORMATION**

[Use this form to provide information about your firm.

Please note that Form 4 has a section for the Supplier's information and a separate section that needs to be completed if the Supplier is using a 3<sup>rd</sup> party implementation partner, systems integrator or VAR to provide implementation, training and other professional services related to this RFP.

**Form 4 is electronically embedded in this document. Please "click" on the icon below to open this document.**



Form 4 - General  
Supplier Information

Please embed your completed Form 4 in this section.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

## Chapter II: Required Proposal Response Forms

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### FORM 5: FUNCTIONAL REQUIREMENTS

[Please complete Form 5 using the actual form.]

**Form 5 is electronically embedded in this document. Please “click” on the icon below to open this document.**



Form 5 - Functional  
Requirements.docx

Please embed your completed Form 5 in this section.

TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE]

### FORM 6: PRICE PROPOSAL

[Please complete Form 6 using the actual form.]

**Form 6 is electronically embedded in this document. Please “click” on the icon below to open this document.**

Vendors can discount for licenses already owned by the City of Kirkland.



Form 6 - Price  
Proposal

Please embed your completed Form 6 in this section.

TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

### FORM 7: CUSTOMER REFERENCES

[Please complete Form 7 using the actual form.]

**Form 7 is electronically embedded in this document. Please “click” on the icon below to open this document.**



Form 7 - Customer  
References

Please embed your completed Form 6 in this section.

TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

## Chapter II: Required Proposal Response Forms

### FORM 8: PROJECT SCHEDULE

[Provide a project implementation plan that includes:

- ◆ Expected project implementation duration
- ◆ Table listing supplier staff assignments and proposed labor hours and rates for each major activity/component
- ◆ High level Gantt chart showing major implementation components and milestones
- ◆ A list of deliverables

To assist in developing your project schedule below is a sample migration and adoption priority list for each functional area:

Project Start	3/2/2015
Business Process Review	3/2/2015 – 12/31/2016
Public Works Storm Water / Sewer Division Implementation	4/1/2015 – 6/30/2015
Facilities Services Implementation	7/1/2015 – 8/31/2015
Public Work Streets Division Implementation	9/1/2015 – 10/31/2015
Inventory Implementation	11/1/2015 – 1/31/2016
Public Works Water Division	2/1/2016 – 4/30/2016
Public Works Engineering and Customer Service Implementation	5/1/2016 – 8/31/2016
Parks Operations Implementation	9/1/2016 – 11/30/2016
Project End	12/31/2016

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]



### Appendices

#### **RFP AMENDMENTS**

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

#### **PROPOSAL ACCEPTANCE**

The City reserves the right to accept the bid, bids or parts of a bid deemed most advantageous to the City.

If applicable, the City reserves the right to request from the software supplier a different implementation provider, systems integrator and/or Value Added Reseller than the one proposed, or, at its sole discretion, select a different implementation provider, systems integrator and/or Value Added Reseller on its own.

#### **RECORDINGS**

The City reserves the right to record and/or videotape all Webinars, Web demos, conference calls, demos or other communications relative to this RFP.

#### **SUPPLIER'S COST TO DEVELOP PROPOSAL**

Costs for developing proposals in response to the RFP and to participate in the City's evaluation process, including but not limited to any on-site scripted demos are entirely the obligation of the supplier and shall not be chargeable in any manner to the City.

#### **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

#### **REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

#### **PROPOSAL VALIDITY PERIOD**

Submission of the proposal will signify the supplier's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful supplier.

## Appendices

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### **CITY LICENSE**

The supplier awarded said contract will be required to purchase a City of Kirkland Business License.

### **PUBLIC DISCLOSURE NOTICE**

In order to protect the integrity of the contracting process, proposals will not be disclosed until after award and signing of any and all contracts that may result from this Request for Proposal. All materials provided by the Supplier are subject to State of Washington, and applicable King County, Washington public disclosure laws.

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents provided by a supplier in response to this RFP, it will promptly notify the supplier at the address given in response to this RFP that it has received such a request. Such notice will inform the supplier of the date the City intends to disclose the documents requested and affording the supplier a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

Any information contained in the proposal that the Supplier desires to claim as proprietary or confidential, and exempt from disclosure must be clearly designated, including identifying the page and particular exception(s) from disclosure. The City will try to respect all material identified by the Supplier as being Proprietary or Confidential, but requests that Suppliers be highly selective of what they mark as Confidential. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary.

Marking the entire proposal as proprietary or confidential, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City.

Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the Confidential information.

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### **ACQUISITION AUTHORITY**

This RFP and acquisition are authorized pursuant to RCW 39.04.270.

### **CONTRACT AWARD AND EXECUTION**

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the suppliers can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful supplier's response, as amended by agreements between the City and the supplier, will become part of the contract documents. Additionally, the City will verify supplier representations that appear in the proposal. Failure of the supplier's products to meet the mandatory specifications may result in elimination of the supplier from competition or in contract cancellation or termination.
- ◆ The supplier selected as the apparently successful supplier will be expected to enter into a contract with the City.
- ◆ The supplier agrees that this RFP, the supplier's response to the RFP (proposal), and a mutually agreed upon Statement of Work will be included as part of the executed contract.
- ◆ If the selected supplier fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked supplier.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract or unless otherwise agreed to in writing by both parties.

### **DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS**

In addition to other standard contractual terms the City will need, the City will require the selected supplier to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The supplier shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents,

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representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

### **A. Minimum Scope of Insurance**

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.

### **B. Minimum Levels of Insurance**

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

### **C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **D. Other Provisions**

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages

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a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 2. All Coverages

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

### **E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current Bests' rating of A:XII, or with an insurer acceptable to the City.

### **F. Verification of Coverage**

Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

### **G. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### **H. Asbestos or Hazardous Materials Abatement Work**

If Asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of

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coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

### **EQUAL OPPORTUNITY COMPLIANCE**

The City is an equal opportunity employer and requires all Suppliers to comply with policies and regulations concerning equal opportunity.

The Supplier, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap.

### **OTHER COMPLIANCE REQUIREMENTS**

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

### **OWNERSHIP OF DOCUMENTS**

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

### **CONFIDENTIALITY OF INFORMATION**

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

## ATTACHMENTS

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### ATTACHMENTS

#### Attachment A: Non-Collusion Certificate

#### NON-COLLUSION CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Kirkland for consideration in the award of a contract on the improvement described as follows:

#### Enterprise Asset Management Software

\_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

**By:** \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

CORPORATE SEAL:

\_\_\_\_\_  
Enterprise Asset Management Software City of Kirkland  
Request for 31  
Proposal

November 19, 2014